

# **EXHIBIT Q**

## SMARTBOSS INC.

## TERMS FOR ISSUANCE OF SERIES SEED PREFERRED STOCK

June 10, 2016

The following is a summary of the principal terms of the proposed Series Seed Preferred Stock financing of SmartBoss Inc. This Summary of Terms constitutes a legally binding obligation of the parties, and will be superseded by definitive agreements to be negotiated and executed by the parties.

**Issuer:** SmartBoss Inc., a Delaware corporation (the “*Company*”), formed to operate smartboss.com, an AI software and management platform where entrepreneurs and freelancers can benefit from a software that thinks and acts like an executive team (the “*Business*”).

**Securities:** Shares of Series Seed Preferred Stock of the Company (the “*Series Seed Shares*”).

**Aggregate Proceeds:** \$500,000 in aggregate, previously provided by the Investor to Brittany Rawlings (the “*Founder*”) as loans (\$260,000) and investment (\$240,000) in connection with the development of the Business in FashionBoss, LLC (the “*Predecessor*”). Previous loans and investment to be converted into Series Seed Shares as provided herein.

**Investor:** Lawrence Salameo and/or his designee (the “*Investor*”).

**Price Per Share:** Price per share (the “*Original Issue Price*”) to be based on the Investor obtaining 24% of the fully diluted capital of the Company.

**Founder’s Contributions:** Contribution of all know how and intellectual property related to the Business owned by the Founder and by Predecessor.

**Use of Proceeds:** Working capital needs, including salaries, R&D, rent, sales, legal.

**Capitalization (fully diluted, as converted basis):**

Founder – Common Stock (“ <i>Common</i> ”):	66%
Stock Option/Equity Incentive Compensation Pool (reserved):	10%
Investor – Series Seed Shares (on an as converted basis):	24%

**Initial Closing:** Effective upon the preparation and execution of definitive documentation drafted by counsel to the Company to reflect the terms set forth herein, including filing of an Amended and Restated Certificate of Incorporation of the Company providing for the authorization of the Series Seed Shares.

**Liquidation Preference:** Greater of (x) one times the Original Issue Price (an aggregate of \$500,000) plus declared but unpaid dividends on Series Seed Shares, with balance of proceeds paid to Common or (y) such amount per share as would have been payable had all shares of Series Seed Preferred been converted into Common immediately prior to the event deemed to be a liquidation. A merger, reorganization or similar transaction will be treated as a liquidation.

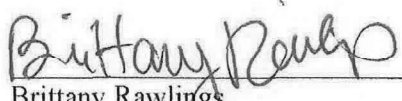
**Conversion:** Convertible into one share of Common at any time at the option of the holder, subject to proportional adjustments for stock splits, stock dividends and the like, as well as the anti-dilution adjustments set forth below.

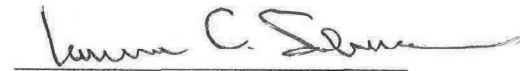
Anti-Dilution Adjustments:	For the next \$1.5 million in equity or convertible debt raised (the “ <b>\$1.5 Million Round</b> ”), the conversion ratio will be adjusted so that the Series Seed Shares, on an as converted basis, will continue to represent 24% of the fully diluted equity capitalization of the Company. Thereafter, for a period (the “ <b>Subsequent Period</b> ”) equal to the shorter of (x) one year following the closing of the \$1.5 Million Round or (y) the Company’s raising of an aggregate of \$5 million in additional equity or convertible debt, the Series Seed Preferred Shares will be diluted pro rata, on an as converted basis, with the shares of Common as a result of the issuances of equity or convertible debt securities, provided that in the event of any such issuances, the conversion ratio will be further revised to provide that the Series Seed Shares will represent no less than 20% of the fully diluted equity capitalization of the Company. Following the Subsequent Period, the Series Seed Shares will be diluted pro rata with the shares of Common on a pro rata basis in the event of any issuances of equity or convertible debt securities.
Automatic Conversion:	The Series Seed Shares will automatically convert into shares of Common at the then applicable conversion ratio upon the consummation of a public offering of the Company with aggregate gross offering proceeds of \$30,000,000 and an issuance price equal to two (2) times the Original Issue Price.
Management; Board of Directors:	The Founder will serve as the President and Chief Executive Officer of the Company and will be responsible for management and day to day operations, reporting the Company’s Board of Directors. The Board initially will consist of two directors elected by the Founder and one director elected by the Investor. The Founder may expand the size of the Board at her discretion, but shall not eliminate the Investor’s Board seat or remove him or his designee from the Board.
Voting Rights:	The Series Seed Shares will vote together with the shares of Common on all matters on an as-converted basis. Approval of a majority of the Series Seed Shares will be required to (i) adversely change rights of the Series Seed Shares; (ii) change the authorized number of shares; (iii) authorize a new series of Preferred Stock having rights senior to or on parity with the Series Seed Shares; (iv) redeem or repurchase any shares (other than pursuant to the Company’s right of repurchase at original cost); (v) declare or pay any dividend; or (vi) liquidate or dissolve, including any change of control. A detailed voting agreement between Founder and Investor will set forth provisions relating to Founder’s retention of control.
Financial Information:	The Investor will receive standard information and inspection rights.
Participation Right:	Until the end of the Subsequent Period, the Investor will have the right to participate on a pro rata basis in subsequent issuances of equity or convertible debt securities.
Confidentiality:	Without the consent of the Investor, the Company will not disclose these terms to anyone other than officers, directors, key service providers, and future potential investors.

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[Summary of Terms signature page]

This Summary of Terms will serve as a binding document upon the execution by both parties.

  
Brittany Rawlings

  
Lawrence Salameo